

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF PUERTO RICO

IN RE:	*	CASE NO: 17-BK-03283-LTS
THE FINANCIAL OVERSIGHT AND	*	
MANAGEMENT BOARD FOR	*	
PUERTO RICO,	*	
	*	PROMESA
As representative of	*	TITLE III
	*	
THE COMMONWEALTH OF PUERTO RICO	*	
et al.,	*	
Debtors	*	

MOVANT'S REPLY TO OBJECTION TO MOTION
REQUESTING ADMINISTRATIVE RENT PAYMENT

TO THE HONORABLE COURT:

COMES NOW creditor Ponce Real Estate Corporation represented by the undersigned attorney and respectfully sets forth and prays as follow:

1. On September 21, 2018 the appearing creditor presented a motion requesting administrative rent payment. (docket #3958)
2. This Honorable Court entered an order scheduling briefing of motion stating opposition papers to be filed by October 8, 2018 and movant's reply by October 15, 2018.
3. Upon debtor's communications, movant consented for an extension of deadlines requested by the Puerto Rico Fiscal Agency and Financial Advisory Authority (AAFAF) on behalf of the Commonwealth of Puerto Rico (the debtor).
4. Debtor argued the need of the process of gathering all relevant information to respond the motion or to make effort to resolve the matter without the need of a hearing.
5. On November 12, 2018, the Puerto Rico Fiscal Agency and Financial Advisory Authority

(AAFAF) submitted an objection to the motion requesting administrative rent payment. (docket #4209)

6. The movant, Ponce Real Estate, respectfully submits this reply to the objection presented by AAFAF.

7. First argument of defendant pretends that movant is not entitled to a right for payment because of the expiration of the lease agreement contract on July 31, 2018. This argument acknowledges the reality that as of the filing of the petition, the lease was unexpired.

8. This Honorable Court has full knowledge of the multiple extensions of time requested by debtor to assume or reject unexpired leases, entertaining the movant with the bankruptcy process.

9. The fact that the lease was unexpired and that the debtor is still using the property, actually accumulated debt for the amount of \$70,482.00, can't be denied.

10. The fact that movant presented his priority claim on time, on May 21, 2018, (claim number 1119 of the claim register). By that time, the lease was still unexpired and no payment was received.

11. Section 365 requires debtor to timely perform all the obligations, such as rents payments to a lease remaining subject to the assumption or rejection. The have failed to do so and continue to entertain the creditor.

WHEREFORE, it is respectfully requested that the debtor be ordered to pay forthwith to Ponce Real Estate Corporation the amount of \$62,190.00 in administrative rent and any further rents until the deliver the property.

NOTICE

Within 14 days after service as evidenced by the certification, and an additional three (3) days pursuant to Fed. R. Bank P. 9006(f) if you were served by mail any party against whom this paper has been served, or any other party to the action who objects to the Motion herein, shall serve and file an objection or other appropriate response to this paper with the Clerk's office of the U.S. Bankruptcy Court for the District of Puerto Rico and request a hearing. If no objection or other response is filed within the time allowed herein, the Motion will be deemed unopposed and may be granted unless: (i) the requested relief

is forbidden by law; against public policy; (ii) the requested relief is forbidden by public policy; or (iii) in the opinion of the court, the interest of justice requires otherwise.

WE HEREBY CERTIFY that a true and correct copy of the foregoing has been filed electronically on this day with the Clerk of the Court using CM/ECF System, which will send notification of such filing to the parties in the Court's electronic Master Address List.

RESPECTFULLY SUBMITTED.

In Ponce, Puerto Rico, this November 21, 2018.

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